

1  
2  
3  
4  
5  
6  
7 **UNITED STATES DISTRICT COURT**  
8 **WESTERN DISTRICT OF WASHINGTON**  
9 **AT SEATTLE**

10 **CULLEN RITCHIE,** ) Case No.  
11 Plaintiff, )  
12 ) **COMPLAINT AND JURY DEMAND**  
13 vs. )  
14 **CONVERGENT OUTSOURCING, INC.,**)  
15 **MIDLAND CREDIT MANAGEMENT,**)  
16 **INC., and MIDLAND FUNDING, LLC,** )  
Defendants. )

17  
18 **NATURE OF ACTION**

19 1. This is an action brought pursuant to the Fair Debt Collection Practices Act  
20 (“FDCPA”), 15 U.S.C. § 1692 *et seq.* and the Washington Consumer Protection Act  
21 (“WCPA”), RCW § 19.86.020 *et seq.*  
22

23 **JURISDICTION AND VENUE**

24 2. This Court has jurisdiction pursuant to 15 U.S.C. § 1692k(d), 28 U.S.C. § 1331,  
25 and 28 U.S.C. § 1367(a).

26 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), as the acts  
27 and transactions giving rise to Plaintiff’s action occurred in this district, Plaintiff resides in this  
28

1 district, and Defendant transacts business in this district.

2 **PARTIES**

3 4. Plaintiff Cullen Ritchie (“Plaintiff”) is a natural person who at all relevant times  
4 resided in the State of Washington, County of Pierce, and City of Spanaway.

5 5. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

6 7. Defendant Convergent Outsourcing, Inc. (“Convergent”) is an entity who at all  
7 relevant times was engaged, by use of the mails and telephone, in the business of attempting to  
8 collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

9 10. Convergent is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

11 8. Convergent attempted to collect from Plaintiff an obligation for the payment of  
12 money or thing of value arising out of an agreement or contract, express or implied.

13 9. Convergent, at all relevant times, was engaged in the collection or attempted  
14 collection of a “claim” from Plaintiff, as defined by RCW § 19.16.100(5).

15 10. Convergent is a “collection agency” or “out-of-state collection agency” as  
16 defined by RCW § 19.16.100(2) or (4), and is a “licensee” as defined by RCW § 19.16.100(9).

17 11. Defendant Midland Funding, LLC (“Midland Funding”) is a Delaware  
18 corporation, with its principal place of business in San Diego, California.

19 12. Midland Funding is engaged in the business of taking title to and collecting  
20 delinquent debts originally owed to third parties.

21 13. Midland Funding, at all relevant times, was engaged in the business of  
22 attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

23 14. Midland Funding is “debt collector” as defined by 15 U.S.C. § 1692a(6).

24 15. Defendant Midland Credit Management, Inc. (“MCM”) is a manager and  
25

1 servicer of defaulted consumer debt portfolios for debt buyers, including Midland Funding, and  
2 performs collection services on their behalf.

3 16. MCM is a “debt collector” as defined by 15 U.S.C. § 1692a(6).  
4

5 **FACTUAL ALLEGATIONS**

6 17. Plaintiff is a natural person obligated, or allegedly obligated, to pay a debt owed  
7 or due, or asserted to be owed or due, a creditor other than Defendants.

8 18. Midland Funding, and MCM act jointly and in concert to collect consumer  
9 debts.  
10

11 19. Midland Funding, and MCM acted jointly and in concert to collect an alleged  
12 consumer debt from Plaintiff.

13 20. Defendants acquired Plaintiff’s debt once owed or once due, or asserted to be  
14 once owed or once due a creditor, when the debt was in default.

15 21. Plaintiff’s obligation, or alleged obligation, owed or due, or asserted to be owed  
16 or due a creditor, arises from a transaction in which the money, property, insurance, or services  
17 that are the subject of the transaction were incurred primarily for personal, family, or household  
18 purposes – namely, a GE Capital Retail Bank (“GE Capital”) personal credit card account  
19 ending in 2126 (“Account 2126”).  
20

21 22. In connection with the collection of Account 2126, Convergent sent Plaintiff  
22 initial written communication dated December 3, 2012, that provided the notices required by  
23 15 U.S.C. § 1692g *et seq.* (See December 3, 2012 Correspondence, attached as Exhibit A).  
24

25 23. Convergent’s December 3, 2012 initial communication provided an alleged  
26 amount owed of \$299.22.  
27  
28

1           24.     Upon information and good-faith belief, the alleged amount owed was subject  
2 to accrual of interest.

3           25.     Convergent's December 3, 2012 communication is misleading to the "least  
4 sophisticated consumer" who could readily conclude that the total account balance stated as  
5 due was due *at any time*, when in fact it was not, and was subject to adjustment on a periodic  
6 basis.  
7

8           26.     Convergent's omission of material information in its December 3, 2012 initial  
9 communication would deceive or mislead the least sophisticated consumer as to the character  
10 and amount of Account 2126.  
11

12           27.     Thus, Convergent's December 3, 2012 initial written communication failed to  
13 clearly and effectively state the amount of Account 2126 as required pursuant to 15 U.S.C. §  
14 1692g(a)(1).  
15

16           28.     Washington law requires that in a debt collector's initial communication to a  
17 consumer:

18                   [A]n itemization of the claim asserted must be made including:

19                   (a) Amount owing on the original obligation at the time it was  
20 received by the licensee for collection or by assignment;

21                   (b) Interest or service charge, collection costs, or late payment  
22 charges, if any, added to the original obligation by the original  
23 creditor, customer or assignor before it was received by the  
24 licensee for collection, if such information is known by the  
25 licensee or employee: PROVIDED, That upon written request of  
26 the debtor, the licensee shall make a reasonable effort to obtain  
27 information on such items and provide this information to the  
28 debtor;

                 (c) Interest or service charge, if any, added by the licensee or  
customer or assignor after the obligation was received by the  
licensee for collection;

(d) Collection costs, if any, that the licensee is attempting to collect;

(e) Attorneys' fees, if any, that the licensee is attempting to collect on his or her or its behalf or on the behalf of a customer or assignor; and

(f) Any other charge or fee that the licensee is attempting to collect on his or her or its own behalf or on the behalf of a customer or assignor;

RCW § 19.16.250(8)(c).

29. Convergent's December 3, 2012 written communication failed to specifically itemize if the interest added to the "amount" was added by GE Capital or by Convergent, thus failing to clearly convey to Plaintiff each of the items required by RCW § 19.16.250(8)(c) and (e).

30. Convergent's omission of material information would deceive and/or mislead the least sophisticated consumer as to the character or amount of the alleged debt.

31. Upon information and good-faith belief, prior to April 2013, Midland Funding purchased Account 2126 from GE Capital, and subsequently placed Account 2126 with MCM for collection purposes.

32. Prior to April 2013, MCM had contacted Plaintiff in an attempt to collect an alleged debt arising from a Household Financial account ending in 4218 ("Account 4218").

33. Plaintiff, via his undersigned counsel, sent written correspondence dated May 14, 2012 regarding Account 4218, to MCM, that notified MCM of Plaintiff's representation by counsel. (See May 14, 2012 Notice Letter, attached as Exhibit B).

34. On April 10, 2013, in connection with the collection of Account 2126, MCM, itself and on behalf of Midland Funding, placed a call to Plaintiff.

1           35. During the conversation that ensued, Plaintiff notified MCM's agent and/or  
2 employee that Plaintiff was represented by the undersigned counsel with respect to Account  
3 2126 as well.

4  
5           36. Despite knowledge that Plaintiff was represented by counsel regarding Account  
6 4218 and Account 2126, in connection with the collection of Account 2126, MCM, itself and  
7 on behalf of Midland Funding, sent Plaintiff initial written communication dated April 11, 2013  
8 that provided the notices required by 15 U.S.C. § 1692g *et seq.* (See April 11, 2013  
9 Correspondence, attached as Exhibit C).

10  
11           37. On April 14, 2013, despite knowledge that Plaintiff was represented by counsel  
12 regarding Account 4218 and Account 2126, and despite having contact information for  
13 Plaintiff's counsel, MCM, itself and on behalf of Midland Funding, placed another telephone  
14 call to Plaintiff.

15  
16           38. During the conversation that ensued, Plaintiff again notified MCM's agent  
17 and/or employee that Plaintiff was represented by the undersigned counsel.

18           39. Plaintiff's counsel did not consent to any direct communication with Plaintiff.

19           40. At no time did Plaintiff's counsel fail to respond within a reasonable period of  
20 time to a communication from Defendants.

21  
22           41. MCM's April 11, 2013 initial communication also provided that Account 2126  
23 was accruing interest at the rate of 24.75%.

24           42. In the alternative, GE Capital and/or Convergent ceased attempting to collect  
25 Account 2126 from Plaintiff after the date of charge-off.

26  
27           43. In the alternative, GE Capital ceased charging interest on Account 2126 after the  
28 date of charge-off.

1           44. In the alternative, Convergent ceased charging interest after it acquired Account  
2 2126 from GE Capital.

3           45. Upon information and good-faith belief, it is GE Capital's regular business  
4 practice to cease collecting interest on an account after charge-off, in order to reduce continued  
5 collection costs and reduce the amount of "bad debt" on its books.  
6

7           46. In the alternative, GE Capital and/or Convergent waived its right to  
8 subsequently charge interest on the Debt.

9           47. After the date of charge-off, GE Capital sold Account 2126 to a debt buyer,  
10 Midland Funding.  
11

12           48. When Midland Funding purchased Account 2126 from GE Capital, Midland  
13 Funding, as the alleged assignee, took all rights, title and interest of GE Capital existing as of  
14 the date of sale.  
15

16           49. Thereafter, but prior to April 10, 2013, Midland Funding placed Account 2126  
17 with MCM to collect the alleged debt from Plaintiff.

18           50. In the alternative, upon information and good-faith belief, MCM, itself and on  
19 behalf of Midland Funding, retroactively assessed interest on Account 2126 between the date of  
20 charge-off and the date Account 2126 was placed in its office for collection.  
21

22           51. In the alternative, if Account 2126 was not subject to accrual of interest, then  
23 MCM, itself and on behalf of Midland Funding, falsely represented that Account 2126 was  
24 accruing interest at the rate of 24.75%.

25           52. Prior to filing suit, Plaintiff, via his attorneys, Weisberg & Meyers, LLC, sent a  
26 draft complaint to Convergent, and Plaintiff did not receive a response.  
27  
28

**COUNT I**  
**VIOLATION OF 15 U.S.C. § 1692e(2)(A)**  
**CONVERGENT**

53. Plaintiff repeats and re-alleges each and every factual allegation contained above.

54. Defendant violated 15 U.S.C. § 1692e(2)(A) by falsely representing the character, amount, or legal status of Plaintiff's alleged debt when failing to state that Account 2126 was continuing to accrue interest.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Defendant violated 15 U.S.C. § 1692e(2)(A);
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A), in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

**COUNT II**  
**VIOLATION OF 15 U.S.C. § 1692e(5)**  
**CONVERGENT**

55. Plaintiff repeats and re-alleges each and every factual allegation contained above.

56. Defendant violated 15 U.S.C. § 1692e(5) by threatening to take, and taking, an action against Plaintiff that cannot be legally taken or that was not actually intended to be



1 taken, including by attempting to collect a debt from Plaintiff without complying with RCW §  
2 19.16.250(8) or WAC § 308-29-070.

3 WHEREFORE, Plaintiff prays for relief and judgment, as follows:  
4

- 5 a) Adjudging that Defendant violated 15 U.S.C. § 1692e(5);  
6 b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A),  
7 in the amount of \$1,000.00;  
8 c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);  
9 d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action  
10 pursuant to 15 U.S.C. § 1692k(a)(3);  
11 e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by  
12 law; and  
13 f) Awarding such other and further relief as the Court may deem just and proper.  
14

15  
16 **COUNT III**  
17 **VIOLATION OF 15 U.S.C. § 1692e(10)**  
18 **CONVERGENT**

19 57. Plaintiff repeats and re-alleges each and every factual allegation contained  
20 above.

21 58. Defendant violated 15 U.S.C. § 1692e(10) by using false representations or  
22 deceptive practices in connection with the collection of an alleged debt from Plaintiff,  
23 including, but not limited to: misrepresenting the amount of Account 2126; and its deceptive or  
24 misleading omission of the itemization and other information required by RCW § 19.16.250(8)  
25 and WAC § 308-29-070.

26 WHEREFORE, Plaintiff prays for relief and judgment, as follows:  
27

- 28 a) Adjudging that Defendant violated 15 U.S.C. § 1692e(10);

- 1           b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A),  
2           in the amount of \$1,000.00;  
3           c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);  
4           d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action  
5           pursuant to 15 U.S.C. § 1692k(a)(3);  
6           e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by  
7           law; and  
8           f) Awarding such other and further relief as the Court may deem just and proper.  
9

10  
11                                   **COUNT IV**  
12                                   **VIOLATION OF RCW § 19.86.020**  
13                                   **CONVERGENT**

14           59. Plaintiff repeats and re-alleges each and every factual allegation contained  
15 above.

16           60. Defendant violated RCW § 19.16.250(8) by failing to convey the itemization  
17 and disclosures required by subsections (c) and (e), and by WAC § 308-29-070, in its written  
18 communications to Plaintiff.

19           61. Defendant's commission of an act or practice prohibited by RCW § 19.16.250 is  
20 an unfair act or practice or unfair method of competition in the conduct of trade or commerce  
21 for the purpose of the application of the Consumer Protection Act found in chapter 19.86 RCW.  
22 RCW § 19.16.440.

23           62. Defendant's conduct is per se injurious to the public interest. RCW §  
24 19.86.093(1); *see also Panag v. Farmers Ins. Co. of Washington*, 204 P.3d 885, 897 (Wash.  
25 2009) ("The business of debt collection affects the public interest, and collection agencies are  
26 subject to strict regulation to ensure they deal fairly and honestly with alleged debtors.").

63. Defendant's conduct directly and proximately caused Plaintiff injury, including time and expense incurred in response to Defendant's conduct.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Defendant violated RCW § 19.86.020;
- b) Awarding Plaintiff actual damages pursuant to RCW § 19.86.090;
- c) Awarding Plaintiff treble damages pursuant to RCW § 19.86.090;
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action, pursuant to RCW § 19.86.090;
- e) Awarding Plaintiff any pre-judgment and post-judgment interest as permissible by law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

**COUNT V**  
**VIOLATION OF 15 U.S.C. § 1692(c)(a)(2)**  
**MCM**

64. Plaintiff repeats and re-alleges each and every factual allegation contained above.

65. MCM violated 15 U.S.C. § 1692c(a)(2) by communicating with Plaintiff directly after learning that Plaintiff was represented by counsel, when an attempt to contact Plaintiff's counsel had not been made, or Plaintiff's counsel was not given sufficient time to respond to an initial attempt to communicate, and where no permission had been given to contact Plaintiff directly.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Defendant violated 15 U.S.C. § 1692c(a)(2);

- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A),  
in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action  
pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by  
law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

**COUNT VI**  
**VIOLATION OF 15 U.S.C. § 1692e(2)(A)**  
**MCM**

66. Plaintiff repeats and re-alleges each and every factual allegation contained  
above.

67. In the alternative, MCM violated 15 U.S.C. § 1692e(2)(A) by falsely  
representing the character, amount, or legal status of Plaintiff's alleged debt, including by  
representing that interest had accrued on Account 2126 from the date of charge off to the date it  
acquired Account 2126, when no prior holder of Account 2126 charged interest, and MCM  
retroactively added it to Account 2126 without the legal right to do so.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that MCM violated 15 U.S.C. § 1692e(2)(A);
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A),  
in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);

- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

**COUNT VII**  
**VIOLATION OF 15 U.S.C. § 1692e(5)**  
**MCM**

68. Plaintiff repeats and re-alleges each and every factual allegation contained above.

69. In the alternative, MCM violated 15 U.S.C. § 1692e(5) by threatening and actually taking an action that it could not legally take by assessing interest on Plaintiff's alleged debt where no prior holder of Account 2126 charged interest, and MCM retroactively added it to Account 2126 without the legal right to do so.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that MCM violated 15 U.S.C. § 1692e(5);
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A), in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

**COUNT VIII**  
**VIOLATION OF 15 U.S.C. § 1692e(10)**  
**MCM**

70. Plaintiff repeats and re-alleges each and every factual allegation contained above.

71. In the alternative, MCM violated 15 U.S.C. § 1692e(10) by using false representations or deceptive practices in connection with the collection of an alleged debt, including, but not limited to: representing that interest had accrued on Account 2126 from the date of charge off to the date it acquired Account 2126, when no prior holder of Account 2126 charged interest, and MCM retroactively added it to Account 2126 without the legal right to do so.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that MCM violated 15 U.S.C. § 1692e(10);
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A), in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

**COUNT IX**  
**VIOLATION OF 15 U.S.C. § 1692(c)(a)(2)**  
**MIDLAND FUNDING**

72. Plaintiff repeats and re-alleges each and every factual allegation contained

1 above.

2 73. MCM violated 15 U.S.C. § 1692c(a)(2) by communicating with Plaintiff  
3 directly after learning that Plaintiff was represented by counsel, when an attempt to contact  
4 Plaintiff's counsel had not been made, or Plaintiff's counsel was not given sufficient time to  
5 respond to an initial attempt to communicate, and where no permission had been given to  
6 contact Plaintiff directly.

7  
8 74. Midland Funding by virtue of its status as a "debt collector" under the FDCPA,  
9 is liable for actions of MCM, the debt collector it retained to collect an alleged debt from  
10 Plaintiff on its behalf.

11  
12 WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- 13 a) Adjudging that Midland Funding violated 15 U.S.C. § 1692c(a)(2);  
14 b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A),  
15 in the amount of \$1,000.00;  
16 c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);  
17 d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action  
18 pursuant to 15 U.S.C. § 1692k(a)(3);  
19 e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by  
20 law; and  
21 f) Awarding such other and further relief as the Court may deem just and proper.

22  
23  
24 **COUNT X**  
25 **VIOLATION OF 15 U.S.C. § 1692e(2)(A)**  
26 **MIDLAND FUNDING**

27 75. Plaintiff repeats and re-alleges each and every factual allegation contained  
28 above.

76. In the alternative, MCM violated 15 U.S.C. § 1692e(2)(A) by falsely representing the character, amount, or legal status of Plaintiff's alleged debt, including by representing that interest had accrued on Account 2126 from the date of charge off to the date it acquired Account 2126, when no prior holder of Account 2126 charged interest, and MCM retroactively added it to Account 2126 without the legal right to do so.

77. Midland Funding by virtue of its status as a "debt collector" under the FDCPA, is liable for actions of MCM, the debt collector it retained to collect an alleged debt from Plaintiff on its behalf.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Midland Funding violated 15 U.S.C. § 1692e(2)(A);
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A), in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

**COUNT XI**  
**VIOLATION OF 15 U.S.C. § 1692e(5)**  
**MIDLAND FUNDING**

78. Plaintiff repeats and re-alleges each and every factual allegation contained above.



1           79. In the alternative, MCM violated 15 U.S.C. § 1692e(5) by threatening and  
2 actually taking an action that it could not legally take by assessing interest on Plaintiff's alleged  
3 debt where no prior holder of Account 2126 charged interest, and MCM retroactively added it  
4 to Account 2126 without the legal right to do so.

5  
6           80. Midland Funding by virtue of its status as a "debt collector" under the FDCPA,  
7 is liable for actions of MCM, the debt collector it retained to collect an alleged debt from  
8 Plaintiff on its behalf.

9  
10          WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- 11           a) Adjudging that Midland Funding violated 15 U.S.C. § 1692e(5);  
12           b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A),  
13                 in the amount of \$1,000.00;  
14           c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);  
15           d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action  
16                 pursuant to 15 U.S.C. § 1692k(a)(3);  
17           e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by  
18                 law; and  
19           f) Awarding such other and further relief as the Court may deem just and proper.  
20  
21

22                                 **COUNT XII**  
23                                 **VIOLATION OF 15 U.S.C. § 1692e(10)**  
24                                 **MIDLAND FUNDING**

25           81. Plaintiff repeats and re-alleges each and every factual allegation contained  
26 above.

27           82. In the alternative, MCM violated 15 U.S.C. § 1692e(10) by using false  
28 representations or deceptive practices in connection with the collection of an alleged debt,

1 including, but not limited to: representing that interest had accrued on Account 2126 from the  
2 date of charge off to the date it acquired Account 2126, when no prior holder of Account 2126  
3 charged interest, and MCM retroactively added it to Account 2126 without the legal right to do  
4 so.  
5

6 83. Midland Funding by virtue of its status as a “debt collector” under the FDCPA,  
7 is liable for actions of MCM, the debt collector it retained to collect an alleged debt from  
8 Plaintiff on its behalf.

9 WHEREFORE, Plaintiff prays for relief and judgment, as follows:  
10

- 11 a) Adjudging that Midland Funding violated 15 U.S.C. § 1692e(10);  
12 b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A),  
13 in the amount of \$1,000.00;  
14 c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);  
15 d) Awarding Plaintiff reasonable attorneys’ fees and costs incurred in this action  
16 pursuant to 15 U.S.C. § 1692k(a)(3);  
17 e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by  
18 law; and  
19 f) Awarding such other and further relief as the Court may deem just and proper.  
20  
21

22 **TRIAL BY JURY**

23 84. Plaintiff is entitled to and hereby demands a trial by jury.

24 Respectfully submitted this 11th day of November, 2013.

25 s/Jon N. Robbins  
26 Jon N. Robbins WSBA#28991  
27 WEISBERG & MEYERS, LLC  
28 Attorney for Plaintiff